

REMARKS

The Examiner has rejected Claims 1-40 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Examiner has argued that “Claims 1, 11, 21, & 31 disclose a license key, but do not give sufficient detail to the ticket’s nature.” Applicant respectfully disagrees, as it is clear from the plain and ordinary meaning of the claim term at issue what applicant regards as the invention.

Further, the Examiner has stated that Claims 8, 9, 18, 19, 28, 29, 38, and 39 fail to comply with the enablement requirement “for the case where the ticket is electronic.” Applicant respectfully disagrees and asserts that applicant does not claim, in Claims 8 et al. and 9 et al., that applicant’s claimed “licence ticket” is required to be electronic, as asserted by the Examiner. The Examiner is reminded that applicant need only enable the *claimed* invention.

Further, the Examiner has rejected Claims 31-40 under 35 U.S.C. 101 as being directed towards non-statutory subject matter. Applicant respectfully asserts that such rejection is avoided due to amendments made herein above to independent Claim 31.

Additionally, the Examiner has rejected Claims 8, 9, 18, 19, 28, 29, 38, and 39 under 35 U.S.C. 101 as being directed towards non-statutory subject matter. Specifically, the Examiner has stated that “[t]here is no system or method shown for scratching off a panel on an electronic ticket” and “[s]ince the process is not shown, it is not clear if it belongs to a statutory class.” Applicant respectfully disagrees and asserts that applicant’s foregoing claims are not limited to “scratching off a panel on an electronic ticket” (emphasis added), as suggested by the Examiner. For example, Claim 8 et al. merely claims “wherein said licence key is hidden upon said licence ticket so as to be non-reversibly revealable by said user” and Claim 9 et al. simply claims “wherein said licence key is hidden behind a scratch off covering upon said licence ticket.”

The Examiner has rejected Claims 1-40 under 35 U.S.C. 102(e) as being anticipated by Ellis et al. (U.S. Patent Publication No. 2003/0221112). Applicant respectfully disagrees with such rejection, especially in view of the amendments made hereinabove to the independent claims. Specifically, applicant has amended the independent claims to at least substantially include the subject matter of former dependent Claim 3 et al.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

With respect to the subject matter of former Claim 3 et al. (now at least substantially incorporated into the independent claims), the Examiner has relied on the Paragraphs 0022 and 0028 from the Ellis reference (excerpted below) to make a prior art showing of applicant's claimed technique "wherein when said licence ticket is purchased a seller of said licence ticket transmits data indicating sale of said licence ticket to said supplier of said computer program product" (see this or similar, but not necessarily identical language in the independent claims).

"Content may be divided into one or more resources. In one sense, a resource is anything a program requires or needs to continue or complete execution. A program itself may be divided into a plurality of resources. When a client computer first requests content, such as a game, the resources of the game may be located solely on a content server. The executable code and data that comprises the game may both be divided into blocks. Each of these blocks could be considered a resource needed by the game to continue or complete execution." (Paragraph 0022 - emphasis added)

"In an embodiment of the invention, an application programming interface (API) is provided that allows a company to bill customers for usage. For example, the API may provide functions that allow the company to determine how much time a customer has

used on each subscription to which the customer has subscribed. The API may also provide a billing company access to customer billing information such as credit card number, telephone number, address, billing options, etc." (Paragraph 0028 – emphasis added)

Applicant respectfully asserts that the excerpts from Ellis relied upon by the Examiner simply disclose that “[w]hen a client computer first requests content, such as a game, the resources of the game may be located solely on a content server” (emphasis added). Further, the excerpts disclose that “an application programming interface (API) is provided that allows a company to bill customers for usage” (emphasis added). However, the mere disclosure of a client computer requesting content, in addition to an API allowing a company to bill customers for usage, as in Ellis, fails to suggest a technique “wherein when said licence ticket is purchased a seller of said licence ticket transmits data indicating sale of said licence ticket to said supplier of said computer program product” (emphasis added), as claimed by applicant. Clearly, a client requesting content, as in Ellis, simply fails to suggest that “when said licence ticket is purchased a seller of said licence ticket transmits data indicating sale of said licence ticket” (emphasis added), as claimed by applicant.

Again, the foregoing anticipation criterion has simply not been met by the above reference excerpt(s), as noted above. Thus, a notice of allowance or specific prior art showing of each of the foregoing claim elements, in combination with the remaining claimed features, is respectfully requested.

Applicant further notes that the prior art is also deficient with respect to the dependent claims. For example, with respect to Claim 4 et al., the Examiner has relied on Paragraph 0009 from the Ellis reference (excerpted below) to make a prior art showing of applicant’s claimed technique “wherein receipt of said data indicating sale of said licence ticket validates said licence key associated with said licence ticket such upon subsequent receipt of said licence key at said download source computer said licence key will be treated as valid.”

“According to another aspect of the invention, the key is associated with at least one of a smart card and a credit card.

The key is retrieved upon identification of the smart card and/or credit card. The key may be associated with a username and password. Then the key may be provided upon receiving the username and password." (Paragraph 0009 – emphasis added)

Applicant respectfully asserts that the excerpt from Ellis relied upon by the Examiner merely discloses that “[t]he key is retrieved upon identification of the smart card and/or credit card” and that “the key may [then] be provided upon receiving the username and password” (emphasis added). However, merely disclosing that a key is retrieved upon identification of a smart card, and that the key may be provided upon receiving the username and password, as in Ellis, fails to suggest a technique “wherein receipt of said data indicating sale of said licence ticket validates said licence key associated with said licence ticket such upon subsequent receipt of said licence key at said download source computer said licence key will be treated as valid” (emphasis added), as claimed by applicant. Clearly, retrieving and providing a key, as in Ellis, simply fails to even suggest that a “receipt of said data indicating sale of said licence ticket validates said licence key associated with said licence ticket” (emphasis added), as claimed by applicant.

Further, with respect to Claim 5 et al., the Examiner has relied on Paragraph 0021 from the Ellis reference (excerpted below) to make a prior art showing of applicant’s claimed technique “wherein said data indicating sale of said licence ticket indicates one or more computer program products of which download and installation is to be allowed by said licence key of said licence ticket.” Additionally, the Examiner has argued that “[e]ach content server would have at least one computer program product, and therefore, with access to at least one server, one or more computer program products would be indicated by the servers that can be accessed.”

"After a user is authenticated and uses the special offer key, the user (or the computer the user is using) may be given one or more tickets. Each ticket allows the user to access content on at least one content server. A ticket may be encrypted on a user's electronic device using Pretty Good Privacy (PGP), RSA, AES, or some other encryption technology as mentioned previously. To obtain a ticket, a user may be required to be authenticated. Authentication refers to establishing that an entity is who that entity says he, she, or it is. For example, when asking for a

ticket, a user may be required to supply a user name and password. A ticket may then be generated and stored on the electronic device that the user is using to obtain the ticket. The electronic device may then engage in further transactions to obtain one or more tickets for accessing content on content servers. During each of these transactions, a ticket granting server may authenticate the electronic device in addition to determining whether the electronic device has authority to receive a ticket for the requested content. The ticket granting server may ask for the ticket stored on the electronic device both to authenticate the electronic device and to determine what rights to receive content tickets the electronic device has.”
(Paragraph 0021 – emphasis added)

Applicant respectfully disagrees and asserts that the excerpt from Ellis relied upon by the Examiner simply teaches that “[a]fter a user is authenticated and uses the special offer key, the user... may be given one or more tickets,” where “[e]ach ticket allows the user to access content on at least one content server” (emphasis added). However, the mere disclosure of giving the user one or more tickets, where each ticket allows the user to access content on at least one server, after the user is authenticated and uses the special offer key, as in Ellis, fails to suggest a technique “wherein said data indicating sale of said licence ticket indicates one or more computer program products of which download and installation is to be allowed by said licence key of said licence ticket” (emphasis added), as claimed by applicant. Clearly, giving a user one or more tickets allowing access to the contents on at least one server after the user uses the special offer key, as in Ellis, simply fails to even suggest that “said data indicating sale of said licence ticket indicates one or more computer program products” (emphasis added), as claimed by applicant.

In addition, with respect to Claim 6 et al., the Examiner has relied Paragraph 0028 from the Ellis reference (excerpted above) to make a prior art showing of applicant’s claimed technique “wherein receipt of said data indicating sale of said licence ticket triggers said supplier of said computer program product to charge said seller for a licence to use said computer program product.” Furthermore, the Examiner has argued that “[t]he API allows access to billing information for the customer when the ticket is used” and that “[t]his information is then used to charge the customer.”

Applicant respectfully disagrees and asserts that the excerpt from Ellis relied upon by the Examiner merely discloses that “an application programming interface (API) is provided that allows a company to bill customers for usage” (emphasis added). However, the mere disclosure of an API that allows a company to bill customers for usage, as in Ellis, simply fails to even suggest a “receipt of said data indicating sale of said licence ticket,” much less that a “receipt of said data indicating sale of said licence ticket triggers said supplier of said computer program product to charge said seller for a licence to use said computer program product” (emphasis added), as claimed by applicant.

Again, since the foregoing anticipation criterion has simply not been met by the above reference excerpt(s), as noted above, a notice of allowance or specific prior art showing of each of the foregoing claim elements, in combination with the remaining claimed features, is respectfully requested.

Still yet, applicant brings to the Examiner’s attention the subject matter of new Claims 41-42 below, which are added for full consideration:

“wherein said licence ticket includes a front side and a back side;” and

“wherein said licence ticket includes a bar code identifying said license ticket.”

Again, a notice of allowance or a proper prior art showing of all of applicant’s claim limitations, in combination with the remaining claim elements, is respectfully requested.

Thus, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. NAI1P490).

Respectfully submitted,
Zilka-Kotab, PC

/KEVINZILKA/

P.O. Box 721120
San Jose, CA 95172-1120
408-505-5100

Kevin J. Zilka
Registration No. 41,429